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Associates 52057/1546

Desc Main

12-06-28 09:42 FROM-Bass & Associates

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B27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT District of Texas

	Eastern	Distric	t of <u>T</u>	xas	
n ro <u>Mul</u>	hammad Aamir Debtor			Case No. <u>12-60484</u>	
	REAFFIRMAT	TON AGRE	emen	T COVER SHEET	
This for within (rm must be completed in its ent the time set under Rule 4008.	ircly and filed It may be filed	, with t	he reaffirmation agreement party to the reaffirmation a	attached, greement.
1.	Creditor's Name: CAPITAL ON	B, N.A BEST E	NA CO	, INC.	
2.	Amount of the debt subject to \$1,158.67 on the date of bank	kuribica 27']\$8.6 <u>7</u>	_ to be base assess	
3.	Annual percentage rate of into	rest: agreement (_	% frio	r to bankruptoy ed Rate Adjustable R	ate)
4.	Repayment torms (if fixed rate	e): \$ <u>50.00</u> 1	per moi	nth for24 months	
5.	Collateral, if any, securing the Description: _MACBOOK,MAI	<u> AD DRIVES, XBC</u>	OX.40"1	V,IPOD	
6. (If yos is non	Does the creditor assert that to a, attach a declaration setting for dischargeable.)	he debt is none orth the nature	lischarg of the d	cable?YosNo ebt and basis for the conter	ation that the deb
Debi	or's Schedule I and J Entrics		Debto as Sta	r's Income and Expenses and on Reaffirmation Agree	ment
7A.	Total monthly income from Schedule 1, line 16	<u>\$_Ø_</u>	7B.	Monthly income from all sources after payroll deduc	\$_O tions
8A.	Total monthly expenses from Schedule J, line 18	s 3510		Monthly expenses	<u>1 2010</u>
9A.		\$ <u>&</u>		reaffirmed debts not include monthly expenses Net monthly income. (Subtract sum of lines 813 line 7B. If total is less the number in brackets.)	\$ (3560)

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Associates 5205771545 1-105 07/30/2012 120.594/R4IAMPINEL \$1 '12-06-28 09:42 FROM-Bass & Associates

Print/Type Name & Signer's Relation to Case

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1-102 L0002\0017 L-100

B27 (O	Official Form 27) (12/09)	uo 2
11.	Explain with specificity any difference between the income amounts (7A and 7B):	
12.	Explain with specificity any difference between the expense amounts (8A and 8B):	
any	If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, contained on those lines is true and correct.	ertifies that
	Signature of Debtor (only required if line 11 or 12 is completed) Signature of Joint Debtor (if applicable required if line 11 or 12 is completed)	, and only
pres spec reaf	Check this box if the total on line 1013 is less than zero. If that number is less than zero sumption of undue hardship arises (unless the creditor is a credit union) and you must excificity the sources of funds available to the Debtor to make the monthly payments on the ffirmed debt: Debtor 15 Currenty to ving for employment the course of negotiating this reaffirmation agreed to the course of negotiating this reaffirmation agreed the course of negotiating the course of negotiating this reaffirmation agreed the course of negotiating the negotiating	oment?
con	unsel executed a certification (affidavit or declaration) in support of the reaffirmation at	reement?
	FILER'S CERTIFICATION	
agr	I hereby certify that the attached agreement is a true and correct copy of the reaffirment between the parties identified on this Reaffirmation Agreement Cover Sheet.	mation

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B240A (Form H240A) (04/10)

Checkene.

Presumption of Undue Hardship

No Presumption of Undue Hardship
Soc Dehtor's Statement in Support of Reciffirmation.

Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Hastern District of Texas Case No. 12-60484 Muhammad Aamir Dehtor Chapter 7_ REAFFIRMATION DOCUMENTS Name of Creditor: CAPITAL ONE, N.A. - BEST BUY CO., INC. Check this box if Creditor is a Credit Union PART I. REAFFIRMATION AGREEMENT Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form. Secured revolving account A. Brief description of the original agreement being reaffirmed: For example, auto toan B. AMOUNT REAFFIRMED: 1158.67 The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before which is the date of the Disclosure Statement portion of this form (Part V). See the definition of "Amount Reaffirmed" in Part V, Section C below. C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is See definition of "Annual Percentage Rate" in Part V, Section C below. This is a (chuck one) S Fixed rate ☐ Variable rate If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

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B240A, Reaffirmat	tion Decements		Pago 2
D. Reaffirm	ation Agreement Repa	yment Terms (check and complet	e one):
ø	\$_50.00 per mon	th for 24 months starting	ng on_11.120112-
0	Describe repayment the initial payment a		re payment amount(s) may be different from
		The state of the s	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		MAN 01 7111 WFF STEEL 1	
E. Describe	the collateral, if any, s	ecuring the debt:	
	Description: Current Market Value	MACBOOK,F	IARD DRIVES,XBOX,40"1"V,IPOD 1158.67
F. Did the d	ebt that is being reaffir	med arise from the purchase o	of the collateral described above?
id v	cs. What was the purc	hase price for the collateral?	
D N	o. What was the amou	unt of the original loan?	\$
	ho changes made by the related agreement:	nis Reaffirmation Agreement to	o the most recent credit terms on the reaffirmed
		Torms as of the Date of Bankruptcy	Terms After Roaffirmation
<i>fees</i> ∧nnı	nce due (including and costs) al Percentage Rate thly Payment	\$ 1,158.67 \$%	\$_1158.67 0 \$_50.00
this l	caffirmation Agreeme	ent. Describe the credit limit,	vith additional future credit in connection with the Annual Percentage Rate that applies to advances using such credit:
PART 11.	DEBTOR'S STA	TEMENT IN SUPPORT (OF REAFFIRMATION AGREEMENT
A. Were you	ropresented by an atto	orney during the course of neg	otiating this agreement?
Chec	ck one. 5 Yes	□ No .	
B. Is the cro	ditor a credit union?		
Chec	ok onc. □·Yes	a No	

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B240A, Reaffirmation Documents

Page 3

- C. If your answer to EITHER question A. or B. above is "No," complete 1, and 2, below.
 - Your present monthly income and expenses are:
 - a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

b. Monthly expenses (including all reaffirmed dobts except this one)

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

d. Amount of monthly payment required for this reaffirmed debt

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- П You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all dobts you are reaffirming, including this one.
- You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because: Deptor is currently looking to employment.

Use an additional page if needed for a full explanation.

- D. If your answers to BOTH questions A. and B. abovo were "Yes," check the following statement, if applicable:
 - You believe this Reassirmation Agreement is in your financial interest and you can afford to П make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

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B240A, Reaffirmation Documents

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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- I agree to reaffirm the debt described above. (1)
- Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation (2) Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and (3)
- I am entering into this agreement voluntarily and am fully informed of my rights and (4) responsibilities; and
- I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Roaffirmation Agreement, both debtors must sign.):

Signature

Deblor

Signature

Joint Debtor, if any

Reaffirmation Agreement Torms Accepted by Creditor:

CAPITAL ONE, N.A. - BEST BUY CO., INC. Creditor

CAO Base & Associates, P.C., 3936 F. Fr. Lowell Ste 200, Turron, AZ, 85712

Print Name of Representative

Print Name

Signature

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page I and the creditor is not a Credit Union.

Signature of Debtor's Attorney

Print Name of Debtor's Attorney

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B240A, Renflinnation Documents

Page S

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lion? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Realfirmation Agreement at any time before the bankruptey court enters your discharge, or during the 60-day period that begins on the date your Realfirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Realfirmation Agreement, you must notify the creditor that your Realfirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

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B240A, Reaffirmation Documents

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- 6. When will this Reaffirmation Agreement be effective?
 - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
 - i. If the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii, if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
 - b. If you were not represented by an attorney during the negotiation of your Reaffirmation.

 Agreement, the Reaffirmation Agreement will not be offective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that
 you can afford to make the payments that you are agreeing to make and that you have received a copy of
 the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

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B240A, Roallinnation (Documents

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C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "P.C.U." in its name.

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1324013 (Form B24013) (12/09)

'12-06-28 09:43 FROM-Bass & Associates

UNITED STATES BANKRUPTCY COURT

Eastern District of Toxas In rc Muhammad Asmir Case No. 12-60484 Debtor Chapter 7 MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT I (we), the debtor(s), affirm the following to be true and correct: I am not represented by an attorney in connection with this reaffirmation agreement. I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because (provide any additional relevant reasons the court should consider): Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes): □ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the real firmation agreement) □ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents) Signed: (Debtor) (Joint Dabtor, if any)

Date:

07/30/2012 10:41 WILLIAM LIVELY Filed 07/31/12

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United States Bankruptcy Judge

Desc Main P.013/013

B240C (Form B240C) (12/09) United States Bankruptcy Court District of Texas Case No. 12-60484 in re Muhammad Aamir Chapter 7 Debtor ORDER ON REAFFIRMATION AGREEMENT has (have) filed a motion for approval of the The dobtor(s) ___. _ made between the debtor(s) and reaffirmation agreement dated The court held the hearing required by 11 U.S.C. creditor _____ § 524(d) on notice to the debtor(s) and the creditor on ______ (date). ☐ The court grants the debter's motion under 11 U.S.C. § 524(c)(6)(A) COURT ORDER: and approves the reaffirmation agreement described above as not imposing an undue hardship on the debtor(s) or a dependent of the debtor(s) and as being in the best interest of the debtor(s). ☐ The court grants the debtor's motion under 11 U.S.C. § 524(k)(8) and approves the reaffirmation agreement described above. il The court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m). .

The court disapproves the reaffirmation agreement under 11 U.S.C. § 524(m). ☐ The court does not approve the reaffirmation agreement. BY THE COURT

Date:

BEST BUY 00002469 TYLER , TX 75703 Store Phone Number 903 509 0690

SALE

Order:

Date: 09/01/11 07:43 PM

MC700LL/A/COREI

Term ID: 056 Cashier#: 00194607

Product Code Description 9755322

Quantity Amount 1138.99

5/4GB/320 5426639 REWARD ZONE CARD

1 0.00

Subtotal 1138.99 93.96 Tax Total 1232.95

Acct#.

3706

Payment Type: BBY CARD/HSBC

Amount: 750 Card Type: PL2 Tran#: 02465394 Auth#: 068795 Auth-CD: ELEC Manual Tran Ind: Signature:

Acct#: XXXXXXXXXXXXX.doc. Payment Type: Debit Card

Amount: 482.95

KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
SHOWN ABOVE.
BESTBUY.COM RETURN AND EXCHANGE
INFORMATION AND PRICE MATCH POLICY
MAY VARY SLIGHTLY FROM IN-STORE POLICY.
PLEASE LOG ONTO WWW.BESTBUY.COM
FOR COMPLETE DETAILS
>>>>>> ELECTRONIC COPY <<<<<<

BEST BUY 00002469 TYLER , TX 75703 Store Phone Number 903 509 0690

SALE

Order:

Date: 07/13/11 12:55 PM

Term ID: 001 Cashier#: 00249374

Product Code Description Quantity Amount 2TB INTERNAL 3.5" CAVIAR GRE 9234465 139.99 REWARD ZONE 5426639 1 0.00 CARD Subtotal 139.99

Tax 11.55 Total 151.54

Acct#

3706

Payment Type: BBY CARD/HSBC

Amount: 151.54 Card Type: PL2 Tran#: 02463539 Auth#: 006711 Auth-CD: ELEC Manual Tran Ind: Signature:

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BEST BUY	
DEST BUT	
00002469	
TYLER , TX 75703	
Store Phone Number 903 509 069	90

SALE

Order:

Date: 04/25/11 05:07 PM

Term ID: 004 Cashier#: 00115474

Product Code	Description	Quantity	Amount
1036858	XBOX 360 KINECT	1	149.99
1338089	X360- MOTIONSPORTS	1	49.99
5426639	REWARD ZONE CARD	1	0.00
	GIFT CERT.	0	25.00
		Subtotal	224.98
		Tax	16.50
		Total	241.48

Acct#:

3706

Payment Type: BBY CARD/HSBC

Amount: 166.48 Card Type: PL2 Tran#: 02469162 Auth#: 010788 Auth-CD: ELEC Manual Tran Ind: Signature:

Acct#: XXXXXXXXXXXXX

Payment Type: Gift Certificate

Amount: 50

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STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
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BEST BUY	_
00002469	
TYLER , TX 75703	
Store Phone Number 903 509 0690	0

Exchange

Date: 01/19/11 12:47 PM Term ID: 041 Cashier#: 00874668 **Product Code** Description Quantity Amount 9595066 INSIGNIA 42" LCD -1 -579.99 120HZ FHD SONY BRAVIA KDL40EX400 LCD T 9761174 1 584.99 5426693 REWARD ZONE 1 0.00 CARD

Subtotal 5.00 0.40 Tax Total 5.40 3706

Acct#: Payment Type: BBY CARD/HSBC Amount: 5.4

Card Type: PL2 Tran#: 02462529 Auth#: 017618 Auth-CD: ELEC Manual Tran Ind: Signature: **Equipment Down**

Order:

KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
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RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
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BEST BUY 00002469 TYLER , TX 75703 Store Phone Number 903 509 0690

SALE

Order:

Date: 10/11/10 05:07 PM

Term ID: 004

Cashier#: 164763

Product Code 9225377

5426639

Description 8GB TOUCH 4TH GEN

REWARD ZONE

CARD

Quantity **Amount**

229.99 1 0.00

Subtotal 229.99 18.97 Tax Total 248.96

Acct#:

3706

Payment Type: Bby CARD/HSBC

Amount: 70 Card Type: PL2 Tran#: 24603740 Auth#: 021282 Auth-CD: ELEC Manual Tran Ind: Signature:

Acct#: XXXXXXXXXXXXX Payment Type: Debit Card

Amount: 178.96

KEEP YOUR RECEIPT!

, I HAVE READ AND AGREE TO ALL RETURN AND REFUND POLICIES PRINTED ON THE BACK OF THIS RECEIPT AND POSTED IN THE STORE. I HAVE RECEIVED GOODS AND/OR SERVICES IN THE AMOUNT SHOWN ABOVE.

BESTBUY.COM RETURN AND EXCHANGE INFORMATION AND PRICE MATCH POLICY MAY VARY SLIGHTLY FROM IN-STORE POLICY. PLEASE LOG ONTO WWW.BESTBUY.COM FOR COMPLETE DETAILS

>>>>>> ELECTRONIC COPY <<<<<<

BEST BUY	
00002469	
TYLER , TX 75703	
Store Phone Number 903 509 0690	Store

SALE

Order:	Date: 09/11/10 09:39 PM	Term ID: 003	Cashier#: 249374
1 4455 a 70 000 000 000 100			

Product Code	Description	Quantity	Amount
8699107	SANDISK 2GB MICROSD CARD	1	12.99
9771932	SAMSUNG TL240 BLK 14/7/3.5"T	1	159.99
5426639	REWARD ZONE CARD	1	0.00
		Subtotal	172.98
		Tax	14.26
		Total	187.24
Acct#	3706		

Acct# Payment Type: BBY CARD/HSBC Amount: 125

Card Type: PL2 Tran#: 24602622 Auth#: 077628 Auth-CD: ELEC Manual Tran Ind: Signature:

Acct#: XXXXXXXXXXXX Payment Type: Credit Card

Amount: 62.24 Card Type: VISA Tran#: 24602622 Auth#: 07928B Auth-CD: ELEC Manual Tran Ind: Signature:

KEEP YOUR RECEIPT!
I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
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All beformation is ecorote as of 10/31/06 and subject to change.

Summary of Terms

IMPORIANT INFORMATION ABOUT PROCESURES FOR OPERINGS as REPA ACCOUNT to high the spreament fight fire landing of instraction end money instructing circlists, Federal four regient of financial institutions to obtain, verify, and reard information that identifies ends passes or entity finite ispens or Account. What his treams for yet. When yet opes and Account, which is the well of the topen from, and rest, dots or land other information that well ollow us to identify you. We may due one to see your diver's license or other identifying deconnects.

Hories to New Tork Residents Consum most to be represed in connuction with the processing of the Agriculum out our resulting scenario libor root resents as all niom you discussed out to the section of our processed with these processed with the processed out in parts. When to this Residence in profession which is with some for inputs, which to this Residence in this properties of the processed out to the processed out to the processed out to consider the processed out to the processed ou

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Gioce Period for 25 days after the close of the previous promises. On new celds and purchases, previous balance in 168. The Purchases previous balance in 168. Annual Free Annual Free So. Annual Free Charge So. So. So. So. Charge to profibe. So. Charge to profibe. So. Charge to profibe. So. Charge to profibe. So. The finance Charge Charge in which o profibe. The finance Charge in make to great or the profibe. The finance Charge in make to the profibe.	furnish top Lifernation	
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THE FOLLOWING TEARS ARE PART OF THE INITIAL DISCLOSURE STATEMENT FOR BOTH THEF PLATENUM AND GOLD REWARD ZONE MASTERCARDS

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ACCOUNT FEES

Then is no Amusi Fee /Periodic Mencheriship Fee on your Account. Aneuel Fee/Periodic Membership Fee

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Send stop poyment requests to P.O. 82045, Salars, CA 93912-0045. This fee is \$29.

Research Fee

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What To Do If There's An Error Is Your Bill

YOUR BILLING RICHTS — KEEP THIS MOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Feet Creek Billing Act.

PROPERTY DAMAGE OR LOSSs. If has is domap or less in assistandes pertured on two reds and occord, Accord Said was less han score as amoent equal to the cost of impaining or redscrip the medicardes up to the believe excling as of the data of the qualificing event, not to extend \$10,000. Acoust Saield is unovolicide in Nicossigo, Guran, the Virgin Islands, Presto Dica red Corodo. to a chour e transcrition on your bill, wake to disting statement. Write us or soon on or we sent you the first bill on which file so will not preserve your rights.

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COST. The monthly sharpe rate for the Account Sheld feature is 50.90 per 5100 of the receives field between or love corona ecds mostle findeding my deferred belance). We reserve the right to increase the rate in which case You will be notified in writing at least 30 days in advance of the increase.

ADDITIONAL IMPORTANT INFORMATION

We reserve the right to modify the Content Provisions, but if the modification is set for the bar and additional darge, We will first provide You with norther of the proposed change and an additional darge, We will first provide You with norther of the proposed change and an apparentity to terminate this program without pendity before the danger bakes eithed.
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NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

if you field your hall is wroug, or if you good more inferention about to too for the others is test on your balling possible. We must have trong you no later from 60 days offers we set one you no later from 60 days offers we set one or problem uppossed. You can letephone up, but dong so will Please include the following information in your lether:

Your name, account number and signature;

The dofer amount of the suspected error; and

Describe the error and explain, if you can, why you believe there is an error.

If you seed mass information, describe the litem you are just see about. If you have authorized us to you have been discontrated by two yearings or describing occurity, you and stup the prominer on any amount you think is writing to stup the promiser, your letter must reach to these business days letter the customarik payment is stradded to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your keter within 30 days, unless we tone consoled the enne by then. Within 90 days, we must enter conect the error or explain why we believe the bill was conect.

After we receive you's letter, we cannot my to cohock cary amounts' you appealing, an inport you are delinquent.
We can contain to high to the demonstrative propagation, and existing it amone demonstrative or significant evoud expensed your Colori land. New on that have he pay any operationed amount versies we are investigating, but you are sail despired to pay the practs of your did final one not in question.

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If we don't fallow these tokes, we can't collect the first \$50 of the questioned conount, even if your bill was convert.

SPECIAL RUKES FOR CREDIT CARD PURCHASES

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(a) You must have mode the purchase in your home state or if not, within 100 males of your current modern odderss. (b) The purchase price must have been more than \$50. New Ambritons do not capty if we own or create the meatons, or it we maked you the edventisament for the paroperty or services. ASE Cloud Services have end/or HSBC Coud Services (II) has parotessing services for HSBC Bank Reveilor, N.A.

Now may write to us at the address shown on your billing statement or HSSC Bank Nevado, K.A., 1711 Town Genter Drive, ics Vegos, Nevado 89144.

REWARD ZONE PROGRAM RULES FOR THE REWARD ZONE® PROGRAM MASTERCARD®

The Reward Zona® program AusterCand® card is available to U.S. residents (arclading U.S. territories) of ar least 18 years of age. Businesses and other commercial entities are not eligible for Reward Zone program MacherCand accounts. By opening a Reward Zone program MacherCand account, (*MacherCand Account") you represent that you are at least 18 years of age or older and you agee to the rules set forth below. The Reward Zone program MacherCand cand includes both Reward Zone program heatelfts and MacherCand card benefits. You revenue Zone program membership will expire in operclasses are made using the Reward Zone program membership offing a collendar year. Your Reward Zone program membership offing a collendar year. Your Reward Zone program MacherCand cand is nontransferable and is subject to present and future Reward Zone program nules.

Membership associated with the Reward Zone®

program MasterCard®

Employees of Best Bay Shares L.P. ("Best Buy"), its efficiates and subsidiaries, and others who are eligible for employee-based discounts, or membars of any corporate or industrial account of Best Boy" ("Employees of Best Boy") are eligible for the Reward Zone program MusterCard card (subject to credit approved inglicential geographical estrictions) but may not be eligible to expectal promotional offers using the Reward Zone program MusterCard card MusterCard card for Best Buy. Employees of Best Bay who ordinarily are eligible for entipoyee discounts will continue to be eligible for those discounts when the Reward Zone program MosterCard is used. Employees or Best Buy may not be eligible for central innited time promotional offiers outside Best Buy.

4

Points

As a member of the Reward Zone program, earn 1 point ("Point") for every \$1 you sepand on qualifying purchases (see "Non-Qualifying llerns" below) when you show your Reward Zone program Membership Card ("Membership Card") or Reward Zone program Membership Card of the time of purchase in stone at Best Buy stones, or when you enter your Membership nurmber callier for BestBuy.com" purchases. Members also receive an odditional 1 borns Point for every 1 Point acromed for qualifying purchases made essing the Reward Zone program MasterCard cord at Best Buy stone locations and online at BestBuy.com. Members also earn 1 Point for each \$2 dollors of Net Purchases outside Best Buy when using the Reward Zone program MasterCard cord. In addition, certain lamide fine promotions may be offered for Net Purchases outside Best Buy when using the Reward Zone program MasterCard cord. In addition, certain lamide fine promotions may be offered for Net Purchases outside Best Buy when using the Reward Zone Purchases means any purchase of goods or services, excluding; 1) refunds, rehuns, and/or unauthonized fransactions, 2 cosh odvances; or 3) any transaction flut is equivalent to a cosh transaction, such not limited to, the purchase of wire transfers, money orders, bets, fottery tickets or cosino gaming days.

Points will post to your Reward Jone program account approximately 30 days from parchase, date of delivery or date of shipment, Eum additional Points through special offers and promotions. Point calculations are based upon dollars spent at checkout on qualifying purchases (see "Mon-

replaced. Best Buy is not responsible for communications, including Certificates, ost due to change of address or other contact information. Other restrictions or Qualifying Items" below). When products are returned to the stone or by mail, Membership Cards, Points, and Reward Certificates ("Certificate[s]") have no cash value. Membership Cards, Reward Zone program MasterCard cards and Points will be deducted from your Reward Zone program account for that purchase/rehun. Points apply only to the first Membership Card or Reward Zone program MasterCord cord scanned in connection with any purchase. Points are nontransferable. Lost or stolen Membership Cards will not be exclusions may apply.

Except for purchases at Best Buy stores or BestBuy.com, purchases at stores or other businesses owned by Best Buy Co. Inc., or any of its subsidiaries will be treated as purchases outside of Best Buy.

Get Rewards

automatically deducted from your account for every \$5 in Certificate value issued redemption. Certificates may only be used once. You may be notified of additional purchases and may only be redeemed for a discount off purchase amounts equal any qualifying products or services of participating Best Buy retail store locations. Certificate will expire if not redeemed within 180 days from the date it is issued. Non-Qualifying products and services. Lost, stolen, or expired Certificates will not For every 250 points you earn in the Reward Zone program, you will be eligible to receive Certificates redeemable for a \$5 discount off your future purchase of redemption of Best Buy retail stores, excluding tax. Certificates may be used in not to exceed purchase amount. Unless noted otherwise on the Certificate, each Certificates are issued to you. Certificates will be issued (by mail or electronical) conjunction with most other discounts or offers toward the purchase of products to you. Check MyRewardZone.com for details on choices you have about how of MyRewardZone.com) approximately 6-8 weeks after reaching the issuance responsible for communications, including Certificates, lost due to change of to or greater than the amount of the sum of the Certificates presented for Certificates have no cash value and no change will be given for Certificate Certificates are not redeemable toward online purchases. 250 points are level you choose. Certificates are coupons for discounts off future instore be replaced. Other restrictions or exclusions may apply. Best Buy is not address or changes in other contact information.

Non-Qualifying Items

Reward Zone program Points will not be earned for the following: instant rebates and the value of malfin rebates on purchases, Best Bay Gift Card purchases, delivery charges, restocking fees, other excluded charges, and certain items that purchases paid by Reward Certificate, sales tax, state fees, shipping charges, are excluded in particular promotions. Other exclusions may apply,

following items; prior purchases, purchase of Gift Cards, as payment on any Best keward Zone program Certificates may not be redeemed for discounts off the Bay credit card or Reward Zone program MusterCard card, or for tax or state fees. Other exclusions may apply.

Membership Cancellation, Modification, Expiration

You may cancel your Reward Zone program Membership (but not your Reward mail, e-mail or telephone. Concellation may take from 6 to 8 weeks to finalize Zone program MasterCard card) of any time by notifying Member Services by

Best Buy may, at any time, terminate or modify the Reword Zone program and nomber during a calendar year, your Reward Zone program Membership will if you make no eligible purchase using your Reward Zone program Member program rules without any further obligations to members.

automatically expire on the last day of that calendar year.

that you may have chosen to have Certificates issued, Certificates will be issued for any \$5 Certificate amount that has been earned. Any points that remain in accoused points that remain in the account. Regardless of the Certificate level your account that are insufficient to quality you for a \$5 Certificate will be Membership account is concelled or expires, Certificates will be issued for if your Reward Zone program MasterCard card or Reward Zone program forfeited. Portial Certificates will not be issued.

if your Reward Zone program MasterCard occount is closed or cancelled, your from your closed, cancelled or terminated Reward Zone program MasterCard Reward Zone program occount Membership may continue to exist separate occount, however different rules may apply. Best Buy reserves the right to terminate your membership, in its sole discretion.

Member Communications

MyRewardZone.com. For information about your Reward Zone program account (but not your MasterCard Account), contact Member Services with your You may view your Reward Zone program account activity online at

You can contact us by mail at:

Best Buy Reward Zone program

P.O. Box 9312

Minneapolis, MN 55440-9312.

By email, coated us at: rewardzone@bestbuy.com.

 By phone, coll toll free: 1-888-8EST BUY (1-888-237-8289) and select Reward Zone program option. You may view your MasterCord Account online at RewardZoneMasterCord.com. For more information about your MasterCard Account (but not your Reward Zone program account), combat HSBC Customer Care at 1-800-419-4959. The Reward Zone program is brought to you by Best Buy Stauss L.P. ("Best Buy"). By becoming a member of the Reward Zone program, you agree to receive advertising, marketing materials and other communications from Best Buy, Rest Buy' the BEST Buy loop, the targ design, the Reward Zone program and other logos and tragines on the intellectual property of Best Buy furieries Services for, leaved to Best Buy Storis L.P., and others under controlled conditions. MusterCard to Best Buy Storis L.P., and others under controlled conditions. MusterCard is a registered mark of MasterCard International, Incorporated, Membership rules are voill where ond to the extent prohibited by low. Taxes may apply where required by low.

Privacy Policy

The information you provide us a Member of the Reward Zone program will be landled according to Best Buy's Privacy Policy. If you are interested in learning more about Best Buy's privacy practices, please contact Best Buy at 1-888-8551 BUY (1-888-237-8289) or visit BestBuy.com. The information you provide as a cardinament of the Reward Lone program MasterCard card will be handled accordingly to HSBC Bank Nevada NA.'s Privary Policy. To learn more about HSBC Bank Nevada NA.'s privacy practices, please contact HSBC at 1-800-419-4559 or visit www.pewardzonemcstercard.com and citick on the "Privacy Statement Link."

RZMC APP (11/06)

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Wefely; all information	is required. Wisconsin residents: Check box if married Current 10-day laward Zone program membership number, if applicable	 Concels oil or part of your account beliance in case of property loss, evoluntary internal control than decision or death.
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	1	• 60-day retund period**
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Apply for the Reward Zone* program

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program MasterCard. **NEW Reward Zone**° Apply for the

Start earning points. Get approved. Today.

J Zone" program MasterCard®

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See a Best Buy Customer Specialist to apply right now. You'll receive a decision almost instantly, and if you're approved, you'll start earning points right away.

the rewards, but there's even more. As a Reward Zone'' program MasterCard' cardmember, you'll also enjoy:

• 50 liability on unauthorized

 Much more purchases

 Worldwide acceptance No annual fee with qualifying credit

You'll earn the points that'll get you rewards—and more.

It's all about the

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No waiting - start earning points on purchases today.

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29726 © 2005 Best Buy

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BILL OF SALE

This BILL OF SALE (the "Bill of Sale") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Newada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation (anch, a Bellaware corporation (anch, a "Transferring Entity"), in favor of Capital One, National Association, a national banking association ("COBNA"). Capital One Bank (USA), National Association, a national banking association ("COBNA"). Capitalized tems used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("Purchaser");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "Agreement");

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "Applicable Acquired Assets");

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to <u>Sections 3.2(c)</u> and <u>3.3(b)</u> of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entitles to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annox A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

[signature pages have been distributed separately]

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

- a. From time to time each Transferring Bnitly and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Safe as contemplated in this Bill of Safe and the Agreement.
- b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shalt be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.
- c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.
- d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.1, 10.1, 10.1 10.7, 10.10 and 10.13.

[Signatures Appear on the Following Page]

HSBC FINANCE CORRORATION

Name: Gregory T. Zeeman
Title: Bxecutive Vice President and

Chief Operating Officer, USA

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03:40:55p.m. 25@ocum@nt Page 27 of 29 03:40:59 p.m. 25-04-2012

HSBC RETAIL SERVICES INC.

By: Autoreus

Name: Mike Reeves
Title: Executive Vice President, Chief Financial Officer and Treasurer

Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Bill of Sale]

[Signature Page to Bill of Sale]

03:41:02 p.m. 25-04-2012

03:41:06 p.m. 25-04-2012

HSBC CARD SERVICES INC.

HSBC RECRIVABLES ACQUISITION COMPANY I

Y: Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

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HSBC RECEIVABLES FUNDING INC. II

Antie Reus

Title: Executive Vice President, Chief Financial Officer and Treasures

CAPITAL NATIONAL ASSOCIATION

Nam Muzray P. Abrams Executive Vice President, Corporate Development Title

(Signature Page to Bill of Sale)

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

Title: Brecutive Vice President.

(Signature Page to Bill of Sale)

Annex A Allocations

The following Applicable Acquired Assets are hereby assigned to COBNA but only to the
extent such Applicable Acquired Assets relate to the products set forth on <u>Schedule A</u> hereto
(<u>provided</u> that any such Applicable Acquired Asset that is not fully separable between COBNA and
CONA based on the products set forth on <u>Schedule A</u> hall not be assigned to COBNA and is instead
hereby assigned to CONA in accordance with paragraph (2) below):

Acquired Assets

- All CRS Accounts and all Gross Receivables and Accrued Interest and Pees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;
 All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
 All loans associated with CRS Accounts (other than the Excluded Accounts);
 The right to receive Interchange Fees and annual or other fees from Borrowers under the CRS Accounts, including the pro rate portion of any annual or other fees from Borrowers under the CRS Accounts for any period after the Effective Time;
- vii.

- Time;
 The pro rata portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
 the Books and Records and Cardholder List;
 All BlNs and ICAs used for the CRS Accounts;
 Any security deposits related to Acquired Assets (if any);
 Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Bnitites; and
 The Other Specified Assets that are: (1) loans without recourse, (2) contra credit balances, (3) other miscellaneous receivables and (4) unbilled and accrued interest less the pro rata portion of annual or other fees.
- All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Acquired Assets that are transferred to COBNA pursuant to paragraph (1) above— are hereby transferred to CONA.

Schedule A

Products

- Products

 1. Atterican DreamCard
 2. Cash Rewards
 3. Client S221
 4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l Inactive logo)
 5. Direct Merchants Bank Discover Network Card
 6. Direct Reward Platinum Discover Network Card (Organio & Secondary)
 7. Direct Rewards Platinum MasterCard
 8. DMB
 9. Household Bank unsecured
 11. Household Bank unsecured
 11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
 12. Household Bank Reflund Rewards Buying Card
 13. Household Bank Secured
 14. Household Bank Visa
 15. HSBC
 16. HSBC American Express
 17. HSBC Discover Network Card
 18. HSBC Platinum MasterCard
 19. HSBC Platinum Visa
 10. Metris Co
 21. Orchard Bank Standard Secured
 22. Orchard Bank Useoured
 23. Platinum MisserCard
 24. Platinum Wiss Unbranded
 24. Platinum WasterCard
 25. Premier World MasterCard
 26. Red Hat Society